

**INTERLOCAL AGREEMENT
THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA AND
THE CITY OF LINCOLN, NEBRASKA**

THIS AGREEMENT is entered into this ____ day of _____, 2003, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and agency of the State of Nebraska, for and on behalf of the University of Nebraska at Lincoln, hereinafter referred to as UNL, and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as City.

WHEREAS, *Neb. Rev. Stat. § 13-801 et seq. (Reissue 1997)* permits units of local government in the State of Nebraska to cooperate with one another for the purpose of jointly exercising governmental authority and responsibilities they share in common; and

WHEREAS, UNL owns an underground steam tunnel and conduit under and along the City's right-of-way, 14th Street from the State Capitol to "R" Street, as authorized by City Ordinance 3060 dated July 29, 1929, for such specific use; and

WHEREAS, since UNL no longer uses such tunnel and conduit for heating purposes, UNL and the City agree that it would be mutually beneficial to jointly engage in certain telecommunications efforts in the City of Lincoln by using such tunnel and/or conduit for telecommunication purposes, all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. The purpose of the joint effort is to develop telecommunications assets in the underground steam tunnel and/or conduit located as described above in order to facilitate the needs of both UNL and the City for greater data and other telecommunication capabilities.

2. In return for the joint use of such steam tunnel and conduit, the City shall expand the authorization of Ordinance 3060 to allow UNL to utilize such steam tunnel and conduit for telecommunication purposes.

3. The work to be accomplished in developing telecommunication assets by using such steam tunnel and/or conduit may be undertaken by one or more telecommunication providers under certain terms and conditions. Such terms and conditions shall require the telecommunication providers to provide and install telecommunication facilities within the steam tunnel and/or conduit for use by UNL, the City, and the telecommunication providers at no cost to UNL and the City. The parties may also negotiate for terms to satisfy other telecommunication needs in lieu of providing such facilities along 14th Street. The specific tasks to be performed by each of the parties to this Agreement and

any telecommunication providers shall be specified in agreements or licenses with such telecommunication providers. The administrative officers of UNL and the City are hereby authorized to jointly execute such agreements or licenses.

4. No agreements or licenses for exclusive use of such steam tunnel and/or conduit shall be granted to any telecommunication provider. All agreements or licenses with telecommunication providers shall, at a minimum, require there be no costs to UNL or the City for any item, including materials, supplies, facilities, labor or future maintenance.

5. Each party shall maintain their own books, documents, papers, accounting records, and other evidence pertaining to the uses of such steam tunnel and/or conduit and shall make such material available at its office at all reasonable times.

6. This Agreement shall remain in effect for a term of ten (10) years unless earlier terminated by written agreement of the parties. This Agreement shall automatically renew at the end of the initial term and each successive ten (10) year period unless one party sends written notice to the other party that this Agreement shall terminate at the end of the respective term. Such notice shall be sent at least six months prior to the end of the respective term.

EXECUTED this ____ day of _____, 2003.

ATTEST:

**THE BOARD OR REGENTS OF THE
UNIVERSITY OF NEBRASKA**

Kim M. Robak
Corporation Secretary

L. Dennis Smith, President

EXECUTED this ____ day of _____, 2003.

CITY OF LINCOLN, NEBRASKA

Don Wesely